

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is made as of MONTH DAY, YEAR (“**Effective Date**”) by and between Cloaked, Inc., a Delaware corporation (“**Vendor**”) and CUSTOMER., a STATE corporation (“**Company**”).

Recitals

- A. Whereas, Vendor is a privacy software company designed to create identities and privacy protection for online use; and
- B. Whereas, Company desires to engage Vendor to provide services in compliance with the terms and conditions contained herein; and
- C. Whereas, Vendor desires to provide such services, as an independent contractor, on the terms and conditions set forth more fully herein.

Agreement

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

1. **Recitals.** The statements in the Whereas clauses above are true and correct and hereby incorporated into this Agreement.
2. **Incorporation of Exhibits.** The term “Agreement” shall jointly refer to this Agreement and the Exhibits attached hereto, which are incorporated by reference as if fully set forth herein.
3. **Term.** This Agreement shall commence on the Effective Date and, unless sooner terminated in accordance with its provisions, shall remain in effect for one (1) year from the Effective Date (the “**Term**”), unless earlier terminated in accordance with the terms of this Agreement.
4. **Duties of Vendor.** Vendor shall provide the services specifically set forth on the Scope of Work (“**SOW**”) attached hereto as Exhibit A, (“**Services**”) during the Term. Adjustments may be made to the SOW as mutually determined in writing by the parties.
5. **Consideration.**
 - 5.1. In exchange for the Services provided by Vendor, and subject to the terms of this Agreement, Company will pay Vendor a fee with timelines, and roll-out, as outlined in Exhibit A (“**Fees**”).
 - 5.2. The Fees will be payable within thirty (30) days of Company’s receipt and acknowledgement of invoice(s) submitted by Vendor.
 - 5.3. The total Fees include any and all state and local sales tax. Vendor is solely responsible for the payment of all state and federal income tax, unemployment insurance, workers’ compensation, Social Security, health insurance (to the extent required by law), disability insurance and other applicable withholdings applicable to its employees or other personnel.
6. **Confidentiality and Publicity.** Vendor shall keep the nature, terms and financial terms of this Agreement confidential and such information shall be communicated and available only to such employees or agents with a legitimate business need to know such confidential terms and conditions.



Unless otherwise agreed upon by the parties in writing, Vendor shall not disclose to any third party, for any reason, any information concerning: (a) this Agreement's terms; (b) any non-public information communicated by Company to Vendor; (c) access to, and any information learned via access provided to, any Company processes; or (d) Company's business operations. Failure to comply with this provision will be a material breach of this Agreement. Except as provided by the limited license granted in Section 14 of this Agreement or otherwise agreed upon by the parties in writing, Vendor shall not: (x) speak to any member of the media for any reason regarding the Company, its owners, affiliates, subsidiaries, sponsors or the Services without first obtaining approval from Company's Vice President of Communications; or (y) publish or distribute any written or oral statements about the Services or Company without Company's prior written approval, which approval may be withheld in Company's sole discretion. However, Vendor will be permitted to utilize Company's logo, and obtain Company executive quotes, for marketing purposes. Vendor shall be responsible for any breach of this Section 6 by its employees, related companies, subcontractors and/or agents and Vendor shall cooperate with Company to remedy such breach. Notwithstanding this Section 6, Vendor may disclose this Agreement to legal representatives, auditors and insurance agents as necessary in connection with the Agreement, and in each case so long as such representatives and agents are bound by confidentiality obligations of a comparable nature to those included herein. This Section 6 shall survive expiration or earlier termination of this Agreement.

7. **Termination.** In the event Vendor is in default pursuant to Section 9 of this Agreement, Company may immediately terminate this Agreement for cause upon notice to Vendor.

8. **Force Majeure.** Neither party shall be liable for delays or failure to perform any obligation required under this Agreement when such failure is due to a Force Majeure event. For purposes of this Agreement, a Force Majeure event includes rain, fire, flood, other acts of nature, acts of God, acts of war or terrorism, federal, state, or local governmental orders or restrictions, pandemics, epidemics, severe threats to public health and safety, lockouts, strikes, labor disputes, work stoppage, unavoidable accident, legal restrictions, electronic or electrical interference, telecommunications difficulties, system failure, technical failure, failure of any third party system or product, decisions by National Hockey League and any other cause beyond the party's control.

9. **Default.** The parties agree, without prejudice to any other rights of Company, Vendor is in default in the event Vendor fails to observe or perform any and/or all material obligations required by this Agreement on or before seven (7) days after receipt of written notice that Vendor has failed to perform an obligation. Notwithstanding the foregoing, if Vendor begins to cure the breach within the seven (7) day period but cannot reasonably complete its cure within such period, then, so long as Vendor continues to diligently attempt to cure the breach, in Company's sole discretion, the seven (7) day period shall be extended by such period as is reasonably necessary to complete the cure. In the event of termination for cause, Company shall pay Vendor only for Services rendered prior to termination and shall have no further payment obligations and (if applicable) Vendor shall return to Company any portion of Fees for work not completed in accordance with the Services outlined in this Agreement.

10. **Indemnity.** Vendor agrees to indemnify, defend and hold harmless Company, its parent and affiliated companies and each of their respective officers and directors, from and against third party claims, liability, expense or injury related to any allegation regarding: (a) Vendor's breach of its obligations under this Agreement; (b) actual or alleged infringement, violation, or misappropriation of a third party's intellectual property or proprietary rights by the Vendor or a service provider to the Vendor; (c) Vendor's, its employees', agents', contractors', or subcontractors' (each, a "**Vendor Party**") negligence, fraud, or intentional misconduct; (d) a Vendor Party's violation of law related to the Services; or (e) any loss, injury or damage to a Company employee relating to or arising from the Services.

11. Limitation of Liability and Disclaimer. Company shall not have any liability or responsibility whatsoever of any kind for any loss, damage or injury to Vendor or any person or property in connection with the Services or otherwise in or around Company's property and affiliated parking areas and environs, from any cause, except to the extent such loss, damage or injury was caused by Company's willful misconduct. Vendor and its agents, employees, subcontractors, family and representatives voluntarily assume all risks and dangers incidental to the provision of Services or any event related to the Services. VENDOR AGREES TO ASSUME ALL RESPONSIBILITY AND LIABILITY FOR THE ACTS, OMISSIONS, CONDUCT AND BEHAVIOR OF ITS EMPLOYEES, SUBCONTRACTORS AND REPRESENTATIVES IN CONNECTION WITH THE SERVICES. VENDOR AGREES IN NO EVENT SHALL COMPANY, ITS PARENTS, SUBSIDIARIES, AND OTHER AFFILIATES AND THE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF THE SAME BE LIABLE TO VENDOR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO VENDOR AND THE VENDOR PARTIES FOR ANY AMOUNT GREATER THAN THE AMOUNT TO BE PAID TO VENDOR BY COMPANY UNDER THIS AGREEMENT.

EXCEPT FOR VENDOR'S INDEMNITY OBLIGATIONS UNDER SECTION 10, VENDOR WILL NOT BE LIABLE TO CUSTOMER WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSSES, LOST PROFITS OR LOST REVENUES (EVEN IF SUCH LOSSES ARE FORESEEABLE, AND REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES) RESULTING FROM, ARISING OUT OF, CAUSED OR INCURRED BY, OR RELATED TO VENDOR'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

EXCEPT FOR VENDOR'S INDEMNITY OBLIGATIONS UNDER SECTION 10, IN NO EVENT WILL VENDOR'S CUMULATIVE LIABILITY TO PARTNER FOR DIRECT LOSSES EXCEED AMOUNT OF FEES EARNED BY VENDOR.

DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, VENDOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES THAT VENDOR OR ANY VENDOR PARTY ON SUCH VENDOR'S BEHALF WILL PROVIDE UNDER THIS AGREEMENT, INCLUDING (I) WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, VENDOR SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS SERVICES, OR THE SERVICES OF ANY VENDOR PARTY PROVIDED IN CONNECTION WITH THIS AGREEMENT, WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT SUCH SERVICES WILL BE COMPATIBLE WITH, OR OPERATE IN, ANY COMPUTER OPERATING SYSTEM, NETWORK OR SYSTEM CONFIGURATION, OR ANY OTHER ENVIRONMENT.

12. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use as the sole and exclusive dispute resolution process available under this agreement, the following procedures. The parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of forty-five (45) days, then, upon written notice by either party to the other, all disputes, claims, questions,

or differences shall be finally settled pursuant to the applicable Rules and Procedures of New Era ADR by arbitration administered by New Era ADR and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such award shall provide for the prevailing party to receive reasonable attorney's fees from the losing party and for both parties to be equally responsible for the administrative costs of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties. The arbitration shall be conducted virtually on the New Era ADR platform.

In the event the enforceability of the preceding "Arbitration" provision is challenged by a party, or if such provision is otherwise deemed unenforceable for any reason, the parties knowingly and voluntarily agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement, including without limitation the initial challenge of the Arbitration provision, shall be the state and federal courts in and for New York County, New York. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing, and submit themselves thereto.

13. **Acknowledgement.** Vendor acknowledges the proprietary nature of all names, trademarks, service marks, trade dress, including without limitation word marks, logos, uniform designs, mascots, images, colors and color combinations, characters, symbols, designs, likenesses and visual representations owned, controlled, or cleared for use by or on behalf of and/or applied for in or registered with the U.S. Patent and Trademark Office (irrespective of the class or nature of goods or services for which an application has been made or registration issued) or otherwise protected by applicable law, or any combination or derivative of same, by Company (collectively, the "**Company Marks**"). Vendor acknowledges that a license from Company is required in order to use such Company Marks and, except for the limited license granted in Section 14 of this Agreement, that no such license is granted herein, and Vendor agrees that it will make no use of any Company Marks (including without limitation on any website or in other marketing materials) without the prior written consent of Company.

14. **Client Recognition.** Notwithstanding Vendor's confidentiality obligations under Section 6, Company hereby grants vendor the non-exclusive, limited, revocable, non-transferable, right to use the Company name for the purposes of disclosing the existence of a Client relationship between Vendor and Company internally and externally. No interactive media use, unless otherwise agreed upon. Vendor will immediately cease use of any and all Company Marks upon Company's request.

15. **Miscellaneous.**

15.1. Services and Information Prior to Effective Date. All Services performed by Vendor and all information and other materials disclosed between the parties hereto prior to the Effective Date shall be governed by the terms of this Agreement, except where those services are covered by a separate agreement between Vendor and Company.

15.2. Governing Law; Venue. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Illinois.

15.3. Independent Contractors. It is understood that Vendor is an independent contractor and is engaged in the operation of its own independent business. Neither party in this Agreement is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into contracts or assume any obligations for the other party, or make any warranties or representations on behalf of the other party, except where expressly authorized in writing to do so. Nothing in this Agreement will create a joint venture, partnership, agency, employment or other similar relationship between the parties hereto.

15.4. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, such provision will be deemed to be restated to reflect

- as nearly as possible the original intentions of the parties in accordance with applicable law and the remaining terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect.
- 15.5. Notices. Any notice required or permitted to be given by one party to the other pursuant to this Agreement shall be sufficiently given if sent to it by messenger or national overnight courier properly posted and fully prepaid, addressed to it at the address set forth above, or at such other address as it may from time to time designate by written notice to the other party hereunder. Notices will be deemed given upon receipt or refusal to accept deliver.
- 15.6. No Amendment; No Waiver. No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto. The waiver by any party of a breach or any provision of this agreement by the other shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision by such party. No waiver hereunder shall be valid unless in writing and signed by the party to be changed.
- 15.7. Assignment. The parties acknowledge that the unique nature of Vendor's services is substantial consideration for the parties' entering into this Agreement. This Agreement, the Services, or any rights under this Agreement may not be assigned or otherwise transferred by Vendor, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Company, which consent may be withheld in Company's sole discretion. Company shall have the right to delegate, transfer, or assign this Agreement to any Company affiliate and Vendor agrees such delegation, assignment or transfer shall be a release and novation of Company with respect to duties and obligations under this Agreement assumed by such affiliate assignee. This Agreement and all of the terms and provisions hereof will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and permitted assigns, including the entity to which Company's rights, duties and obligations hereunder are delegated, assigned or transferred, in whole or in part. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns. Any assignment in violation of the foregoing shall be null and void.
- 15.8. Further Assurances. Vendor agrees that during the Term it shall cooperate and take all additional action as may be necessary to carry out the purpose and intent of this Agreement.
- 15.9. Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that either party may use in connection with the transactions contemplated by this Agreement shall have any effect on or shall otherwise modify the rights, duties, or obligations of either party under this Agreement, regardless of any failure of a receiving party to object to such terms, provisions or conditions.
- 15.10. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which taken together will constitute one single agreement between the parties with the same effect as if all the signatures were upon the same instrument. A telecopy/email signature shall be as legally effective as an original signature.
- 15.11. Conflict of Terms. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any other related document, this Agreement shall control to the extent of such conflict.

[signature page to follow]



IN WITNESS WHEREOF, this Agreement is executed on the date set forth above.

VENDOR

COMPANY

Cloaked, Inc.

COMPANY

By: _____
Name: Sumeet Chugani
Title: General Counsel

By: _____
Name:
Title:

Exhibit A

STATEMENT OF WORK

1. Vendor will provide Company annual subscriptions, which include “Cloaked Identity Theft Protection,” (“**Subscriptions**”) for use by Company’s employees, at the contracted cost. Company acknowledges that Company’s employees will be subject to additional terms of service or privacy policies required by Vendor in order to use a Subscription. For the avoidance of doubt, Company is not subject to any such terms of service or privacy policies, although such policies govern all end users’ use of the product and data related to the product. **The roll-out of annual subscriptions will be as follows:**
 - i. To the extent requested, Vendor will provide onboarding support for Company’s Team.
2. Vendor will provide Company with a de-identified data review outlining without limitation: i) Subscription usage by Company’s employees; ii) product feedback from Company’s employees; and iii) any other reasonably available analytics requested by Company.
3. Vendor will provide Company with white-glove support and maintenance, which includes without limitation:
 - a. Zoom onboarding for employees, as needed
 - b. Direct-line and email contact with Vendor’s customer service for immediate resolution of any user errors and/or issues